



State of Utah
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF OIL, GAS AND MINING

Michael O. Leavitt
Governor

Kathleen Clarke
Executive Director

Lowell P. Braxton
Division Director

1594 West North Temple, Suite 1210

PO Box 145801

Salt Lake City, Utah 84114-5801

801-538-5340

801-359-3940 (Fax)

801-538-7223 (TDD)

January 23, 2001

Anthony Christofferson
Geneva Rock Products, Inc.
1565 West 400 North
P.O. Box 538
Orem, Utah 84059

Re: Acceptance of Transitional Reclamation Surety, Geneva Rock Products, Inc. Levan Gypsum Mine,
M/023/016, Juab County, Utah

Dear Mr. Christofferson:

On January 22, 2001, the Director of the Division of Oil, Gas and Mining formally approved the form and amount of transitional reclamation surety for Geneva Rock Products, Inc.'s Levan Gypsum mine. The transitional reclamation surety in the amount of \$56,000 is in the form of a surety bond (#103404594) issued by Travelers Casualty and Surety Company of America. A copy is enclosed for your records.

Because this project exceeded the five acre limitation for a small mining operation, the transitional surety was required until the Large Mining Operations (LMO) permit application is formally approved. At that time, the surety may have to be adjusted either up or down and a replacement surety and reclamation contract provided.

You may continue mining operations within the existing disturbed area. No expansion beyond this existing disturbed footprint is authorized at this time. To ensure that active operations stay within the existing disturbed area footprint, please mark the disturbed area boundaries with metal t-posts or some other marker of equal effectiveness. We request that these markers be in place as soon as weather conditions are favorable, or before active mining operations begin again this spring.

We hope to have our initial review of your LMO completed by February 15, 2001. Thank you for your help in finalizing this permitting action. Please call me if you have any questions in this regard.

Sincerely,

D. Wayne Hedberg
Permit Supervisor
Minerals Regulatory Program

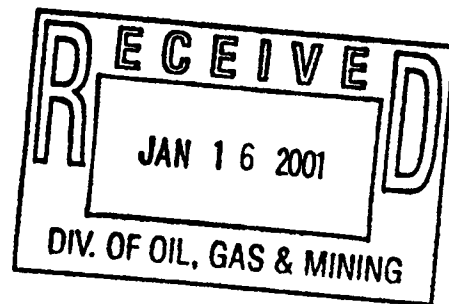
jb
Enclosure
M23-16-transition.doc

FORM MR-RC
RECLAMATION CONTRACT
(SMO - LMO transition)
(Revised October 30, 2000)

DOGM File Number M/023/016
Effective Date Jan 22, 2001
Other Agency File Number _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECLAMATION CONTRACT
---ooOoo---



For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.)
(Mineral Mined)

M - 023 - 016
GYPSUM

"MINE LOCATION":
(Name of Mine)
(Description)

LEVAN GYPSUM
1/2 MILE UP CHICKEN CREEK CANYON
LEVAN, UTAH

"DISTURBED AREA":
(Disturbed Acres)
(Legal Description)
(Topographic Map)

16
(refer to "Attachment A")
("Attachment C", disturbed area boundary)

"OPERATOR":
(Company or Name)
(Address)

GENEVA ROCK PRODUCTS, INC.
P.O. BOX 538
1565 WEST 400 NORTH
OREM, UTAH 84059
(801) 765-7800

(Phone)

"OPERATOR'S REGISTERED AGENT":
(Name)
(Address)

WILFORD W. CLYDE II
P.O. BOX 538
1565 WEST 400 NORTH
OREM, UTAH 84059
(801) 765-7800

(Phone)

OPERATOR'S OFFICER(S)":

WILFORD W. CLYDE II - PRESIDENT
ALBERT T. SCHELLENBERG - EXEC. VP
CARL C. CLYDE - VICE PRESIDENT

"SURETY":

(Form of Surety - Attachment B)

BOND

"SURETY COMPANY":

(Name, Policy or Acct. No.)

TRAVELERS CASUALTY & SURETY
COMPANY OF AMERICA

"SURETY AMOUNT":

56,000

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between GENEVA ROCK PRODUCTS, INC. the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division"). A Reclamation Contract is required under Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules.

WHEREAS, Operator has exceeded the approved five (5) acre threshold for a small mining operation, R647-3-113, and Operator desires to continue mining operations for an "interim" period of not more than 12 months, upon areas already disturbed. Within 90 days of the filing of this contract and reclamation surety, the operator agrees to file a complete Notice of Intention to Commence Large Mining Operations (Form MR-LMO) describing a detailed mining and reclamation plan for continued operations at this site. An approved Large Mining Notice of Intention must be in place at the end of a 12 month time period following Division receipt of this contract. Any extension of this filing time period will be in writing and at the sole discretion of the Division.

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the

Division. The approved form and amount of surety is attached hereto as Attachment B and made a part hereof. The surety shall remain in full force and effect according to its terms unless modified by the Division in writing. If the form of surety expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the surety, the Operator shall provide a replacement surety in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement surety, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.

3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules including but not limited to, the previously accepted Small Mining Notice, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies 1) that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, and the previously accepted Small Mining Notice, as amended, or 2) until a mining and reclamation plan for a large mining operation has been approved by the Division and the final Reclamation Contract and surety are in place.
6. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
7. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
8. This Contract shall be governed and construed in accordance with the laws of the State of Utah, and is in addition to any other rights and authorities the Division and Board have to seek relief from the Operator.
9. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.

10. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an Order to revoke the Small Mining Notice of Intention, order reclamation, or order forfeiture of the surety, or take such other action as is authorized by law.
11. In the event of forfeiture of the surety, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the surety, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
12. This Contract including the Small Mining Notice of Intention, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
13. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

OPERATOR:

GENEVA ROCK PRODUCTS, INC.
Operator Name

By ALBERT T. SCHELLENBERG
Authorized Officer (Typed or Printed)

EXECUTIVE VICE-PRESIDENT
Authorized Officer - Position

AT Schellenberg
Officer's Signature

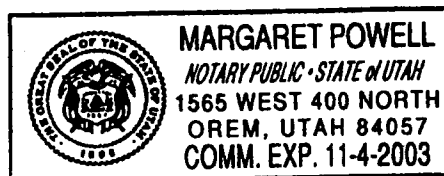
1-16-01
Date

STATE OF UTAH)
COUNTY OF UTAH) ss:

On the 16th day of January, 2000, AT Schellenberg
personally appeared before me, who being by me duly sworn did say that he/she is the Executive
Vice President of Geneva Rock Products Inc. and duly
acknowledged that said instrument was signed on behalf of said company by authority of its
bylaws or a resolution of its board of directors and said AT Schellenberg
duly acknowledged to me that said company executed the same.

Margaret Powell
Notary Public
Residing at Lehi

11-4-03
My Commission Expires:



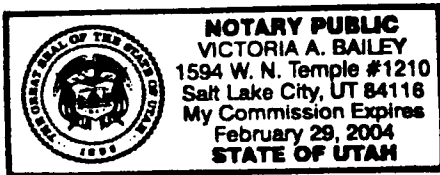
DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton
Lowell P. Braxton, Director

1-22/01
Date

STATE OF Utah)
COUNTY OF Salt Lake) ss:

On the 22nd day of January, 2001, Lowell P. Braxton personally appeared before me, who being duly sworn did say that he/~~she~~, the said Lowell P. Braxton is the Director of the Division of Oil, Gas and Mining, Department of Natural Resources, State of Utah, and he/~~she~~ duly acknowledged to me that he/~~she~~ executed the foregoing document by authority of law on behalf of the State of Utah.



Victoria A. Bailey
Notary Public
Residing at: Salt Lake City, UT

February 29, 2004
My Commission Expires:

ATTACHMENT "A"

GENEVA ROCK PRODUCTS, INC.
Operator

LEVAN GYPSUM
Mine Name

M/023/016
Permit Number

JUAB County, Utah

**The legal description of lands disturbed is:
(Described to the 1/4, 1/4, 1/4 section)**

TOWNSHIP 14 SOUTH, RANGE 1 EAST, SLB&M., SECTION 33, SE 1/4 OF THE SW 1/4 AND
THE NE 1/4 OF THE SW 1/4

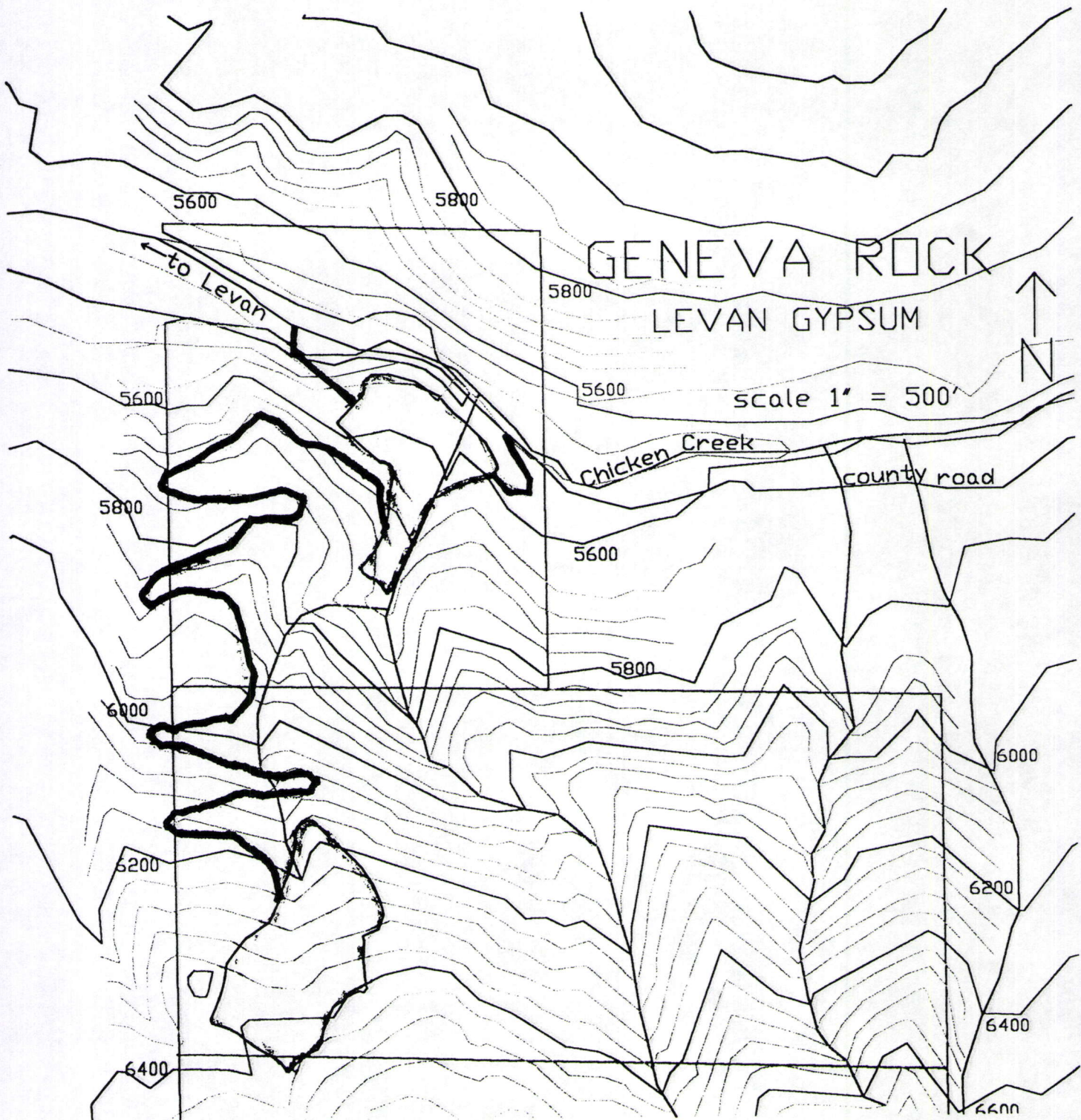
****Also attach a topographic map (minimum 1" = 500 foot scale); which shows the
current disturbed area boundary, labeled as Attachment "C".***

— roads
disturbed
areas

RECEIVED

JAN 04 2001

DIVISION OF
OIL, GAS AND MINING

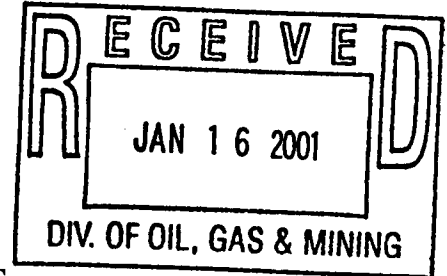


ATTACHMENT B

FORM MR-5
(SMO-LMO Transition)
October 30, 2000

Bond Number _____
Permit Number M/023/016
Mine Name LEVAN GYPSUM

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
Division of Oil, Gas and Mining
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
Telephone: (801) 538-5291
Fax: (801) 359-3940



THE MINED LAND RECLAMATION ACT

SURETY BOND

The undersigned GENEVA ROCK PRODUCTS, INC., as Principal, and TRAVELERS CASUALTY & SURETY CO. OF AMERICA, as Surety, hereby jointly and severally bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, unto the State of Utah, Division of Oil, Gas and Mining (Division) in the penal sum of FIFTY SIX THOUSAND AND NO/100 dollars (\$56,000.00).

Principal has estimated that SIXTEEN acres of land is disturbed by mining operation in the State of Utah.

A legal description and a topographic map of the disturbed land are attached as "Attachment A" and "Attachment C" to the Reclamation Contract, of which this document is an integral part.

Unless the Division extends in writing the time period for this bond, the above-described penal sum shall be forfeited if the Principal has not satisfactorily reclaimed the disturbed lands in accordance with the requirements of the Mined Land Reclamation Act, and the rules and regulations adopted in accordance herewith, within one year (365 days) of the effective date of this Surety Bond. However, the Division may release the surety of its obligations under this bond if: 1) Principal has provided a substitute surety as part of an approved large mine operator permit, which is in the form and amount acceptable to the Division; or 2) Principal has satisfactorily reclaimed the disturbed lands in accordance with the requirements of the Mined Land Reclamation Act, and the rules and regulations adopted in accordance herewith.

The undersigned agrees to limit mining to the present disturbed area until such time as a Notice of Intention to Commence Large Mining Operations can be reviewed and approved by the Division.

This bond may be canceled by Surety after ninety (90) days following receipt by the Division and Principal of written notice of such cancellation. Surety's liability shall then, at the expiration of said ninety (90) days, cease and terminate except that Surety will remain fully liable for all reclamation obligations of the Principal incurred prior to the date of termination.

Principal and Surety and their successors and assigns agree to guarantee said obligation and to indemnify, defend, and hold harmless the Division from any and all expenses (including attorney fees) which the Division may sustain in the collection of sums due hereunder.

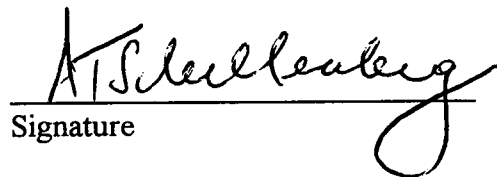
Surety will give prompt notice to Principal and to the Division of the filing of any petition or the commencement of any proceeding relating to the bankruptcy, insolvency, reorganization, or adjustment of the debts of Surety, or alleging any violation or regulatory requirements which could result in suspension or revocation of the Surety's license to do business.

IN WITNESS WHEREOF, the Principal and Surety hereunto set their signatures and seals as of the dates set forth below.

GENEVA ROCK PRODUCTS, INC.
Principal (Permittee)

ALBERT T. SCHELLENBERG
By (Name typed):

VICE PRESIDENT
Title


Signature

December 21, 2000
Date

Surety Company

W. DOUGLAS SNOW
Company Officer

ATTORNEY-IN-FACT
Title/Position


Signature

302 WEST 5400 SOUTH #101 (801) 685-6860
Surety Company Address

MURRAY, UT 84107
City, State, Zip

December 21, 2000
Date

SO AGREED this 22 day of January, 2001.

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

Lowell P Braxton
Lowell P. Braxton, Director
Utah State Division of Oil, Gas and Mining

*NOTE: Where one signs by virtue of Power of Attorney for a Surety, such Power of Attorney must be filed with this bond. If the Operator is a corporation, the bond shall be executed by its duly authorized officer.

AFFIDAVIT OF QUALIFICATION

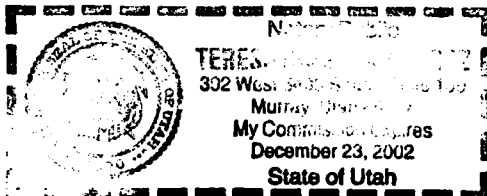
On the 21st day of DECEMBER, 2000, W. DOUGLAS SNOW
personally appeared before me, who being by me duly sworn did say that he/she is the _____
ATTORNEY-IN-FACT of TRAVELERS CAS. & SURETY CO OF AMERICA and duly acknowledged that said
instrument was signed on behalf of said company by authority of its bylaws or a resolution of its
board of directors and said W. DOUGLAS SNOW duly acknowledged to me that said
company executed the same, and that he/she is duly authorized to execute and deliver the
foregoing obligations; that said Surety is authorized to execute the same and has complied in all
respects with the laws of Utah in reference to becoming sole surety upon bonds, undertaking and
obligations.

Signed [Signature]
Surety Officer

Title: Attorney-in-Fact

STATE OF UTAH)
COUNTY OF SALT LAKE) ss:

Subscribed and sworn to before me this 21st day of December, 2000.



[Signature]
Notary Public
Residing at: _____

My Commission Expires:

December 23, 2002

IN WITNESS WHEREOF, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY have caused this instrument to be signed by their Senior Vice President and their corporate seals to be hereto affixed this 30th day of August 2000.

STATE OF CONNECTICUT

)SS. Hartford

COUNTY OF HARTFORD

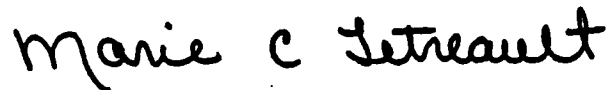
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMPANY
FARMINGTON CASUALTY COMPANY



By 
George W. Thompson
Senior Vice President

On this 30th day of August, 2000 before me personally came GEORGE W. THOMPSON to me known, who, being by me duly sworn, did depose and say: that he/she is Senior Vice President of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, the corporations described in and which executed the above instrument; that he/she knows the seals of said corporations; that the seals affixed to the said instrument are such corporate seals; and that he/she executed the said instrument on behalf of the corporations by authority of his/her office under the Standing Resolutions thereof.





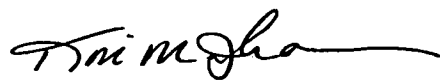
My commission expires June 30, 2001 Notary Public
Marie C. Tetreault

CERTIFICATE

I, the undersigned, Assistant Secretary of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, stock corporations of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Boards of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut. Dated this 21st day of December, 2000.



By 
Kori M. Johanson
Assistant Secretary, Bond

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
TRAVELERS CASUALTY AND SURETY COMP.
FARMINGTON CASUALTY COMPANY
Hartford, Connecticut 06183-9062**

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL PERSONS BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, corporations duly organized under the laws of the State of Connecticut, and having their principal offices in the City of Hartford, County of Hartford, State of Connecticut, (hereinafter the "Companies") hath made, constituted and appointed, and do by these presents make, constitute and appoint: W. Douglas Snow, D. Cory Payne, of Murray, Utah, their true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, the following instrument(s): by his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto and to bind the Companies, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Companies, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Companies, which Resolutions are now in full force and effect:

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her.

VOTED: That the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary, or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Boards of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, TRAVELERS CASUALTY AND SURETY COMPANY and FARMINGTON CASUALTY COMPANY, which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.